
**Trust Deed of the
Mōkai Pātea Waitangi Claims Trust**

TABLE OF CONTENTS

| | |
|--|----------|
| INTRODUCTION | 4 |
| TRUST TERMS | 4 |
| 1. INTERPRETATION..... | 4 |
| Definitions..... | 4 |
| Interpretation of Schedules..... | 6 |
| Statutes..... | 6 |
| General References | 6 |
| Headings | 7 |
| Ambiguities in interpretation | 7 |
| 2. ESTABLISHMENT OF TRUST | 7 |
| Acknowledgement of Trust | 7 |
| 3. KAUPAPA/PURPOSES..... | 7 |
| Purposes | 7 |
| Incidental Purposes | 8 |
| No non-charitable objects and purposes | 8 |
| 4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST..... | 8 |
| Number of Trustees..... | 8 |
| Cessation of office of Trustee | 8 |
| Powers of Trustees..... | 9 |
| Management of the Trust - General | 10 |
| Meetings of Trustees..... | 11 |
| Chairperson and Secretary: | 12 |
| Delegation of powers: | 12 |
| Accounts and Audit: | 13 |
| Reliance on Advice | 13 |
| Disclosure of Interest..... | 14 |
| Definition of Interested Trustee..... | 14 |
| Recording of Interest | 14 |
| No private pecuniary profit | 14 |
| Appointment and removal of Custodian Trustee | 16 |

| | |
|---|-----------|
| Incorporation..... | 16 |
| Register of members to be kept | 16 |
| 5. GENERAL MEETINGS OF TRUST AND REPORTING OBLIGATIONS | 17 |
| Reporting Responsibilities..... | 17 |
| Trust to hold an Annual General Meeting | 17 |
| 6. WINDING UP OF TRUST | 17 |
| 7. ALTERATION OF TERMS OF DEED..... | 17 |
| Changes to the Deed | 17 |
| 8. RESETTLEMENT | 18 |
| Power to resettle | 18 |
| EXECUTION | 19 |
| SCHEDULE ONE | 20 |
| Appointment of Trustees | 20 |
| SCHEDULE TWO | 21 |
| Register of Members | 21 |

INITIAL PARTIES

Ihakara Hunter, appointed by the Mōkai Pātea Confederation

Utiku Keepa Potaka, appointed by Te Rūnanga o Ngāti Hauiti

Maria Peawinnie Taiuru, appointed by Te Rūnanga o Ngāti Hauiti

Barbara Agnus Ball, appointed by Te Rūnanga o Ngāti Whitikaupeka

Richard Hamish Steedman, appointed by Te Rūnanga o Ngāti Whitikaupeka

Hari Iria Benevides, appointed by Te Rūnanga o Ngāti Tamakōpiri

Moira Ngarimu Raukawa-Haskell, appointed by Te Rūnanga o Ngāti Tamakōpiri

Te Rangiangoa Hawira, appointed by Te Rūnanga o Ngāi Te Ohuake

Kelly Marina Ngahua Thompson, appointed by Te Rūnanga o Ngāi Te Ohuake

INTRODUCTION

The Mōkai Pātea Waitangi Claims Trust is established under this deed of trust to, inter alia, further the claims of the confederated Iwi of Mōkai Pātea and their respective hapū against the Crown for historical breaches of Te Tiriti o Waitangi. The confederated iwi and hapū of Mōkai Pātea acknowledge and affirm their history of kotahitanga, but similarly recognise the rangātiratanga of the iwi and hapū evidenced by the ultimate accountability being back to the Iwi Rūnanga as representatives of those iwi and hapū.

TRUST TERMS

1. INTERPRETATION

Definitions

1.1 In this Deed, unless the context otherwise requires:

Annual Report means the annual report required to be prepared pursuant to clause 5.2(a) of this Deed which must be provided to the Iwi Rūnanga annually.

Assets means Trust property of any kind, whether tangible or intangible.

Beneficiaries means all those persons who affiliate to any of the Mōkai Pātea Iwi and their hapū by whakapapa and includes those who have their names on the Register.

Charitable Entity has the same meaning as section 4(1) of the Charities Act 2005.

Charitable Purposes means every purpose within New Zealand which in accordance with the laws of New Zealand for the time being is charitable, whether such purpose involves the relief of poverty, the advancement of education or religion, or any other object or purpose that is charitable within the laws of New Zealand and includes the meaning of charitable purpose as defined in section 5 of the Charities Act 2005.

Deed means this Deed and includes any valid amendments to this Deed.

General Meeting means the general meeting required by clause 5.2 of this Deed.

Inland Revenue Acts has the meaning given to it in section 3(1) of the Tax Administration Act 1994.

Iwi Rūnanga means each of the following bodies, or where the context requires, one or more of the following bodies:

- (a) Te Rūnanga o Ngāi Te Ohuake.
- (b) Te Rūnanga o Ngāti Hauiti;
- (c) Te Rūnanga o Ngāti Whitikaupeka;
- (d) Te Rūnanga o Ngāti Tamakōpiri;

Mōkai Pātea Confederation means all of the Mōkai Pātea Iwi.

Mōkai Pātea Iwi means each of the following iwi and their respective hapū, or where the context requires, one or more of the following iwi and their respective hapū:

| | |
|--------------------|---|
| Ngāi Te Ohuake | Ngāti Hau, Ngāti Tamakorako, Ngāti Hinemanu*, Ngāti Honomōkai*, Ngāi Te Upokoiri*, Ngāi Te Ngāruru, Ngāti Paki; |
| Ngāti Hauiti | Ngāi Te Ngahoa, Ngāti Ruaanga, Ngāti Haukaha, Ngāti Tamatereka, Ngāti Hora, Ngāti Tumōkai*, Ngāti Hinetio, Ngāti Hinemanu*, Ngāi Te Upokoiri (II), Ngāti Whiti-Hauiti, Ngāti Rangiwhaiao; |
| Ngāti Whitikaupeka | Ngāti Whiti Tūturu, Ngāti Whiti-Hauiti, Ngāti Whiti-Tama, Ngāi Te Upokoiri*, Ngāti Honomōkai*, Ngāi Tautahi; |

| | |
|------------------|---|
| Ngāti Tamakōpiri | Ngāti Tuope, Ngāti Tamakaiaorangi, Ngāti Hinetai, Ngāti Tamapinea, Rangitoea, Ngāti Tamawhiti, Ngāti Tama Tūturu, Ngāti Te Taenui |
| | * denotes that the hapū is a shared hapū |

Register means the register of members of persons affiliating to the Mōkai Pātea Iwi as required by clause 4.22 of this Deed.

Rūnanga Delegates means those delegates elected at Hui-a-Iwi in accordance with clause 4 of Schedule 1 and who when acting together, constitute the Iwi Rūnanga.

Secretary means any person appointed under clause 4.8 to perform general secretarial and administrative functions for the Trust.

Settlor means Utiku Potaka, who has settled \$10 on the Trust.

Trust means the Mōkai Pātea Waitangi Claims Trust established by this Deed.

Trust Fund means all the assets and liabilities including income that are from time to time held by the Trustees on the trusts of this Deed and includes the initial sum of \$10 held by the Trustees upon the declaration of trusts contained herein.

Trustees means the persons appointed as trustees of the Trust under clause 4 of this Deed.

Working Day means the days Monday through Friday exclusive of any public holiday in the Rangitikei region and excluding 24 December to 2 January (inclusive).

Interpretation of Schedules

1.2 In the interpretation of each schedule to the Deed, unless the context otherwise requires:

- (a) terms or expressions have the meanings given to them by the Deed; and
- (b) a reference to a clause is a reference to a clause of that schedule.

Statutes

1.3 Reference to a statute or statutory provision in the Deed includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

General References

1.4 References in the Deed to:

- (a) a person includes an individual, body corporate, an association of persons (whether corporate or not) and a trust (in each case, whether or not having separate legal personality);
- (b) one gender includes the other gender;
- (c) the singular includes the plural and vice versa;
- (d) clauses and sub-clauses are references to clauses and sub-clauses in this Deed; and
- (e) the Deed includes its Schedules.

Headings

1.5 Headings are for ease of reference only and must be ignored in interpreting the Deed.

Ambiguities in interpretation

1.6 Subject to the above provisions, should any ambiguity arise in the interpretation of this Deed, the ambiguity shall wherever possible be interpreted so as to give effect to the rangātiratanga of the Mōkai Pātea Iwi.

2. ESTABLISHMENT OF TRUST

Acknowledgement of Trust

2.1 The Settlor wishes to create a trust and has paid to the Trustees the amount of \$10 to constitute the initial Trust Fund.

2.2 The Trustees acknowledge receipt of the sum of \$10 from the Settlor and declare that they hold the Trust Fund together with all other property and investments upon the trusts and with the powers set out in this Deed. The name of the Trust established by this Deed is the Mōkai Pātea Waitangi Claims Trust.

3. KAUPAPA/PURPOSES

Purposes

3.1 The purposes for which the Mōkai Pātea Waitangi Claims Trust is established are to receive, hold, manage and administer the Trust Fund for every Charitable Purpose benefiting the Beneficiaries and the public generally, in particular:

- (a) to further and conclude the claims of the confederated iwi and hapū of Mōkai Pātea against the Crown for historical breaches of Te Tiriti o Waitangi;

- (b) to assist the advancement of educational generally by providing a corpus of research associated with the history of the rohe of Mōkai Pātea and the relationships between the Mōkai Pātea Iwi and the Crown.

Incidental Purposes

3.2 Incidental to, and to give effect to the purposes in clause 3.1 the Trust may perform any other lawful function, but only if doing so would not adversely affect the charitable status of the Trust.

No non-charitable objects and purposes

3.3 The objects and purposes of the Trust shall not include or extend to any matter or thing which is or shall be held or determined to be non-charitable within the laws of New Zealand and the powers and purposes of the Trustees shall be restricted accordingly and limited to New Zealand.

4. APPOINTMENT AND POWERS OF TRUSTEES, AND MANAGEMENT OF THE TRUST

Number of Trustees

4.1 There shall be a total of nine Trustees appointed by the Iwi Rūnanga on behalf of the Mōkai Pātea Iwi in accordance with the process laid down in Schedule One, and the first Trustees shall be those persons who have signed this Deed.

Cessation of office of Trustee

4.2 Any person shall cease to be a Trustee if he or she:

- (a) resigns as a Trustee by giving notice in writing to the Trust; or
- (b) fails or neglects to attend three consecutive meetings of the Trustees without leave or absence, unless it appears to the other Trustees at their first meeting after the last of such absences that there is a proper reason for such non-attendance; or
- (c) becomes of unsound mind, becomes a person in respect of whose affairs an order under the Protection of Personal and Property Rights Act 1988 is made, or otherwise becomes unfit or unable to act as a Trustee; or
- (d) is or becomes a bankrupt who has not obtained a final order of discharge, or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled; or
- (e) is or has ever been convicted of an offence involving dishonesty as defined in section 2(1) of the Crimes Act 1961, or an offence under section 373(4) of the Companies Act 1993; or
- (f) dies; or
- (g) is or becomes disqualified to be an officer of a charitable entity within the meaning of section 16(2) of the Charities Act 2005;

- (h) is determined by the Trust, after following due process, to have brought the Trust into disrepute; or
- (i) is removed by their Iwi Rūnanga delegates in their sole discretion after following due process.

4.3 The Trustee concerned shall cease to hold office:

- (a) in a case where sub-clause 4.2(a) applies from the date the notice of retirement shall have been delivered to the Trust;
- (b) in the case where sub-clause 4.2(b) applies from the date of the first meeting of Trustees after that Trustee's third consecutive absence without leave; and
- (c) in cases where sub-clauses 4.2(d) to 4.2(h) apply, from the date on which the Trust was notified in writing of the relevant fact together with such evidence as the Trustees may reasonably require.

Powers of Trustees

4.4 To achieve the purposes of the Trust:

- (a) the Trustees shall have in the administration, management and investment of the Trust Fund all the rights, powers and privileges of a natural person;
- (b) subject always to the trusts imposed by this Deed, the Trustees may deal with the Trust Fund as if the Trustees were the absolute owners of and beneficially entitled to the Trust Fund;
- (c) accordingly, in addition to any specific powers vested in the Trustees by law, in dealing with the Trust Fund or acting as Trustees of the Trust, the Trustees may do any act or thing or procure the doing of any act or thing or enter into any obligation whatever, including, without limitation, exercising unrestricted powers to borrow and raise money, and to give securities and guarantees;
- (d) except as otherwise expressly provided by this Deed, the Trustees may exercise all the powers and discretions vested in the Trustees by this Deed in the absolute and uncontrolled discretion of the Trustees, at such time or times, upon such terms and conditions, and in such manner as the Trustees may decide;
- (e) if any dividend or distribution is received which in the opinion of the Trustees has been paid or made out of profits other than trading profits of the financial year in respect of which the dividend or distribution has been paid or made, the Trustees may decide how much of that dividend or distribution ought to be treated as capital and how much as income of the Trust Fund. Such decision shall be made by the Trustees after considering

the nature of the profit used to pay or make the dividend or distribution, and the account to which the dividend or distribution has been debited in the books of the person making such payment or distribution. The Trustees shall not be liable to any person in respect of the payment of any moneys in accordance with any decision made by the Trustees under this clause 4.4;

- (f) the Trustees may at any time, after payment of or provision for all reasonable costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust for the purpose or purposes contained in clause 3.1;
- (g) if any income of any financial year of the Trust shall not be paid or applied in accordance with clause 3.1 during or within six months from the end of that financial year the Trustees must accumulate that income, and any income so accumulated must be added to and form part of the capital of the Trust Fund and is subject to the trusts and powers declared in this Deed in respect of the capital of the Trust Fund; and
- (h) the Trustees may at any time pay or apply all or any of the capital of the Trust for the purpose or purposes contained in clause 3.1.

Management of the Trust - General

- 4.5(a) The Trustees shall have the absolute management and entire control of the Trust Fund.
- 4.5(b) The Trustees may from time to time appoint, remunerate and dismiss officers or employees of the Trust.
- 4.5(c) Any individual may be appointed as an officer or employee of the Trust but no Trustee may be appointed as an employee.
- 4.5(d) The Trustees may appoint an incorporated or unincorporated entity to provide services to the Trust. In any case where the entity directly or indirectly procures, causes, permits or otherwise howsoever makes a Trustee available to carry out management services, the appointment shall be of no effect and neither that entity nor that person shall have any authority on behalf of nor claim against the Trust, unless prior to that appointment the full terms and conditions of the proposed appointment shall have been disclosed in writing to all the Trustees, and the Trustees shall have voted unanimously (subject to clause 4.12) in support of that appointment on those terms.
- 4.5(e) The office of the Trust shall be at such place as the Trustees from time to time may notify by such means as the Trustees determine to the Iwi Rūnanga.

Meetings of Trustees

- 4.6(a) The Trustees shall meet to conduct business at such intervals as the Trustees may decide, but not less frequently than 4 times in each year. The Trustees may invite to such meeting whomever the Trustees may decide will assist with their deliberations.
- 4.6(b) Except as expressly provided otherwise by this Deed any matter requiring decision at a meeting of the Trustees shall be decided by a simple majority of the Trustees personally present and voting on the matter.
- 4.6(c) In the event of an equality of votes the Chairperson shall not have a second or casting vote.
- 4.6(d) Except as expressly provided otherwise by this Deed a resolution in writing signed by all the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and constituted. Any such resolution may consist of several like documents each signed by one or more Trustees. Any such document sent by a Trustee by facsimile or such other electronic means as shall be determined by the Trustees from time to time shall be deemed to have been duly signed by that Trustee.
- 4.6(e) Any Trustee may at any time give notice convening a meeting of the Trustees. Such notice shall be given by letter posted to each Trustee at least 10 Working Days before the date of the proposed meeting. The notice shall state the time and place of the meeting and, in sufficient terms, the nature of the business to be transacted. In the event of trustees dealing with matters of an urgent nature, the notice period for a meeting of trustees can be waived by the Chairperson, who shall have authority to call a meeting of trustees with 24 hours notice.
- 4.6(f) The quorum for a meeting of Trustees shall be a majority of the Trustees who, for the time being, hold office pursuant to clause 4.1 but once all Iwi Rūnanga have Trustee appointments on the Board, there must also be one Trustee present appointed from each Iwi Rūnanga for a quorum to have been reached.
- 4.6(g) The Trustees may act notwithstanding any vacancy in their body but should the administration of the Trust prove difficult due to low numbers of Trustees, the Trust shall advise the Iwi Rūnanga in clause 4.1 to make new appointments to the Trust.
- 4.6(h) The contemporaneous linking together of the Trustees by telephone or other electronic means of communication shall constitute a meeting of the Trustees and the provisions of this clause 4.6 as to meetings of the Trustees shall apply to such meetings provided the following conditions are met:
- (i) each Trustee shall be entitled to notice of such a meeting and to be linked by electronic means for the purposes of the meeting;
 - (ii) each of the Trustees taking part in the meeting must be able to hear each of the other Trustees taking part during the whole of the meeting;

- (iii) at the commencement and conclusion- of the meeting the Chairperson must call upon each Trustee to acknowledge their attendance;
- (iv) a Trustee may not withdraw from such a meeting unless that Trustee has previously obtained the express consent of the Chairperson of the meeting to do so;
- (v) a Trustee shall be conclusively presumed to have been present and to have formed part of the quorum of such a meeting at all times during the meeting unless that Trustee has previously obtained the express consent of the Chairperson to withdraw from such a meeting.
- (vi) Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary and shall be signed by the Chairperson of the meeting at which the minutes are confirmed. Every such minute purporting to be so signed shall be prima facie evidence of the matters recorded. A minute of the proceedings of any meeting by telephone or other electronic means of communication shall be sufficient evidence of the observance of all necessary formalities if the minute of the meeting signed by the Chairperson of the meeting shall contain a certificate to that effect.

Chairperson and Secretary:

- 4.7(a) The Trustees shall elect one Trustee to act as Chairperson from year to year.
- 4.7(b) The Trustees shall appoint a non-voting Secretary who may be honorary, or may be a full-time or part-time employee of the Trust.

Delegation of powers:

- 4.8(a) The Trustees may delegate in writing to any committee of any Trustee, Trustees or employee who is the chief executive of the Trust, such of the powers of the Trustees as the Trustees may decide, provided that in the case of any entity appointed under clause 4.5(d) make available a Trustee to discharge a chief executive's duties, the delegation shall be personal to the person provided by that entity in that capacity.
- 4.8(b) Any person or committee acting under delegated power shall act in accordance with the terms of this Deed and, in the absence of proof to the contrary, shall also be presumed to be acting within the terms of the delegation;
- 4.8(c) The Trustees may revoke wholly or partly any delegation of the powers of the Trustees at any time;
- 4.8(d) Subject to any directions given by the Trustees, any person or committee to which any powers of the Trustees have been delegated may conduct that person's or the committee's affairs as that person or the committee may decide;

- 4.8(e) The Trustees must, in delegating the powers of the Trustees, provide restrictions or rules by or within which such delegated powers are to be exercised in accordance with this clause and in each case must require the delegate to report to the Trustees on any action or decision taken as delegate.

Accounts and Audit:

- 4.9(a) The Trustees shall keep an account or accounts at such bank or banks as the Trustees may decide. Cheques, withdrawals and authorities shall be signed or endorsed, as the case may be, by such person or persons (including in all instances at least one Trustee) as the Trustees may decide;
- 4.9(b) The Trustees shall appoint a Chartered Accountant or similarly suitably qualified person to cause true accounts for each financial year to be kept in accordance with generally accepted accounting practice of all receipts, credits, payments, assets and liabilities of the Trust Fund and all such other matters necessary for showing the true state and condition of the Trust. The accounts of the Trust shall be audited at least once in each year by a chartered accountant appointed in that capacity by the Trustees. Such auditor shall not be a Trustee, and shall not be affiliated to the accountant or accountant's firm who has prepared the financial accounts); and
- 4.9(c) Nothing in this clause 4.9 shall derogate from any other obligations of the Trustees in respect of accounts and audits.

Reliance on Advice

- 4.10 The Trustees, when exercising powers or performing duties as Trustees, may rely on reports, statements, financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
- (a) an employee of Mōkai Pātea Waitangi Claims Trust whom the Trustees believe on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (b) a professional adviser or expert in relation to matters which the Trustees believe on reasonable grounds to be within the person's professional or expert competence;
 - (c) a committee of Trustees appointed and acting in accordance with clause 4.8.
- 4.11 Clause 4.10 applies only if the Trustee:
- (a) acts in good faith;
 - (b) makes proper inquiry where the need for inquiry is indicated by the circumstances; and
 - (c) has no knowledge that such reliance is unwarranted.

Disclosure of Interest

4.12 Any Trustee who is or may be in any other capacity whatever interested or concerned directly or indirectly in any property or undertaking in which the Trust is or may be in any way concerned or involved shall disclose the nature and extent of that Trustee's interest to the other Trustees, and shall not take part in any deliberations or decision of the Trustees concerning any matter in which that Trustee is or may be interested other than as a Trustee of the Trust, and shall be disregarded for the purpose of forming a quorum for any such deliberation or decision.

Definition of Interested Trustee

4.13 A Trustee will be interested in a matter if the Trustee:

- (a) is a party to, or will derive a material financial benefit from that matter;
- (b) has a material financial interest in another party to the matter;
- (c) is a director, officer or trustee of another party to, or person who will or may derive a material financial benefit from the matter, not being a party that is wholly owned by the Trust or any subsidiary of the Trust;
- (d) is the parent, child or spouse of another party to, or person who will or may derive a material financial benefit from the matter; or
- (e) is otherwise directly or indirectly interested in the matter.

Recording of Interest

4.14 A disclosure of interest by a Trustee shall be recorded in the minute book of the Trust and the Trustee must also, at any time after his or her appointment, enter into the Minute Book and disclose to the next meeting of the Trustees, any interest of which that Trustee becomes aware.

No private pecuniary profit

4.15 No private pecuniary profit may be made by any person from the Trust, except that:

- (a) any Trustee may receive full reimbursement for all expenses properly incurred by that Trustee in connection with the affairs of the Trust; the Trust may pay reasonable remuneration to any Trustee, officer or employee of the Trust in return for services actually rendered to the Trust (including the provision of services as Trustee);
- (b) any Trustee may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that Trustee or by any entity of which that Trustee is a partner, member, employee or associate in connection with the affairs of the Trust;
- (c) any Trustee may retain any remuneration properly payable to that Trustee by any entity with which the Trust may be in any way concerned or involved for which that

Trustee has acted in any capacity whatever, notwithstanding that that Trustee's connection with that entity is in any way attributable to that Trustee's connection with the Trust; provided that:

- (i) before any such reimbursement paid to a Trustee may be regarded as properly incurred by that Trustee or any such remuneration paid to a Trustee may be regarded as reasonable or properly payable or any such charges may be regarded as usual, the amount of that reimbursement, remuneration or charge must have been approved as such by a resolution of Trustees and in the case of an appointment referred to in clause 4.4(d), the provisions of that clause have been complied with;
- (ii) the Trustees must disclose in their annual report referred to in clause 5.2 next published after payment of that disbursement, remuneration or charge, in respect of all such reimbursements, remuneration or charges:
 - (aa) the amount thereof received by each Trustee or any such firm or entity;
 - (bb) the nature of the reimbursement and the nature and extent of the services rendered or time expended;
 - (cc) the method of calculation of the reimbursement, remuneration or charge; and

4.17 Subject to clause 4.16, in the exercise of the powers conferred by this Deed, each Trustee in the discharge of any duty or exercise of any discretion as Trustee shall ensure that any person who is:

- (a) a Trustee;
- (b) a shareholder or director of any company by which any business of the Trust is carried on;
- (c) a settlor or a trustee of any trust that is a shareholder of any company by which any business of the Trust is carried on;
- (d) any associated person (as defined in section YB of the Income Tax Act 2007) of either a director, or any person referred to in clauses 4.13 to 4.16, does not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of, the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or

derived by that person, and any payment made to any person in or following breach of this clause 4.17 shall be void.

Appointment and removal of Custodian Trustee

4.18 The Trustees may at any time by deed appoint any appropriate corporation to be the custodian trustee of the Trust Fund, or any part of the Trust Fund, upon the terms of this Deed or any further terms as the Trustees may decide and for the avoidance of doubt the custodian trustee must when exercising its powers act in accordance with this Deed. The Trustees may at any time by deed revoke any such appointment or otherwise act pursuant to the provisions of section 50 of the Trustee Act 1956.

Incorporation

4.19 The Trustees may at any time apply for incorporation under Part II of the Charitable Trusts Act 1957 under such name as the Trustees may decide. Upon incorporation the powers and discretions conferred upon the Trustees by law or by this Deed shall be conferred upon the Trustees as a trust board.

4.20 Upon incorporation under the Charitable Trusts Act 1957 the Trust shall have a common seal which shall be affixed by the authority of the Trustees previously given to any document requiring execution by the Trustees. Every such affixing shall be attested by two Trustees and shall be sufficient evidence of authority to affix the seal.

4.21 No person dealing with the Trustees shall be bound or concerned to see or inquire as to the authority to affix the seal, or to inquire as to the authority under which any document was sealed or in whose presence it was sealed.

Register of members to be kept

4.22 The Trustees shall maintain a Register of Beneficiaries in accordance with Schedule 2, for the purposes of, inter alia:

- (a) any elections required pursuant to clause 4 of Schedule 1; and
- (b) communicating the progress of the Trust in its mahi and to allow the Trust to contact the Beneficiaries.

5. GENERAL MEETINGS OF TRUST AND REPORTING OBLIGATIONS

Reporting Responsibilities

- 5.1 Without derogating from its duties under any enactment or at law, the Trust has reporting responsibilities in relation to its own performance as well as of any wholly-owned or controlled subsidiaries or trusts.

Trust to hold an Annual General Meeting

- 5.2 Each year, the Trust must hold a General Meeting at which it provides an opportunity for the Beneficiaries and the Iwi Rūnanga to consider:
- (a) **Annual Report:** the Annual Report for the previous financial year that reports against the objectives set out in the annual plan for the previous year, including:
 - (i) a comparison of the Trust's performance against the objectives set out in the Annual Plan; and
 - (ii) the annual audited financial report; and
 - (b) **Annual Plan:** an annual plan for the next financial year which shall include the objectives of the Trust for the following year.

6. WINDING UP OF TRUST

- 6.1 If at any time the Trustees decide that for any reason it is no longer practicable or desirable to carry out the purposes of the Trust the Trustees may decide to wind up the Trust and to vest the assets of the Trust in such one or more Charitable Entities in New Zealand for their Charitable Purposes in such manner, upon such terms, and in such proportions as the Trustees may decide, provided that if the Trust is then incorporated under the Charitable Trusts Act 1957 the assets of the Trust shall be disposed of in accordance with the provisions of that Act.

7. ALTERATION OF TERMS OF DEED

Changes to the Deed

- 7.1 The Trustees have power to amend, revoke or add to the provisions of the Deed in accordance with clause 7.2 of this Deed provided that notwithstanding the terms of this Deed, no amendment to this Deed shall be made, and if purported to be made shall be of no legal effect, if the consequence of that amendment is to prejudice in a material manner the Trust's entitlement to charitable status under the law of New Zealand, or its entitlement to any income tax exemptions under the law in respect of income derived by it.
- 7.2 Any amendments to the provisions of this Deed must be by way of at least 75% of the Trustees and must be first provided to the Iwi Rūnanga to consider at least 1 month prior to the proposed date of amendment.

8. RESETTLEMENT

Power to resettle

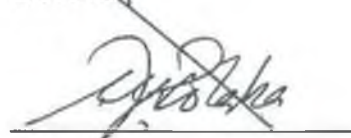
- 8.1 The Trustees have power at any time or times by deed, to settle or resettle upon trust in any manner which in the opinion of the Trustees is for the advancement and benefit of the Beneficiaries and the resettlement is upon trusts for Charitable Purposes, subject to gaining prior approval by the Iwi Rūnanga.

9. DISPUTE RESOLUTION

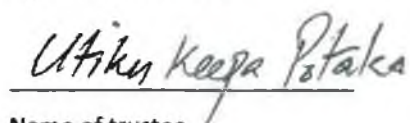
- 9.1 The Trust will maintain a transparent and robust dispute resolution process:

- a) For registration and whakapapa disputes, these will be first referred to those knowledgeable in the whakapapa of that Mōkai Pātea iwi, as appointed by the Trust, and with the assistance of the Trust's kaumatua. If resolution is not achieved, the process will be as set out in subclause (b);
- b) Complaints regarding accountability, appointment of Trustees or appointment of Negotiators will require the complaint to be tabled in writing to the Chair of the Trust, with appropriate supporting information, and the Trust will within 20 working days appoint Trustees' representatives to meet with the complainant(s) within 10 working days and report back to the Trust within 20 working days on the discussion(s) with a recommendation(s) on next steps for the Trust; and
- c) In each case, if those processes do not resolve the issue(s), the Trustees will determine whether it is appropriate for the issue(s) to go to a publicly notified hui of the beneficiaries.

EXECUTION



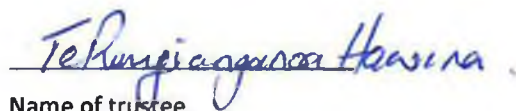
Signature of trustee



Name of trustee



Signature of trustee



Name of trustee



Signature of trustee



Name of trustee

SCHEDULE ONE

Appointment of Trustees

1. Rūnanga delegates of each of the four Iwi Rūnanga (being those persons elected to be delegates of the Iwi Rūnanga by way of a Hui-a-Iwi under clause 4 of this Schedule) shall have the authority to appoint two persons to be representative Trustees for each of the four Iwi Rūnanga, to total eight Trustees. The Rūnanga Delegates from each of the four Iwi Rūnanga have the authority to collectively appoint one Trustee as the Tumu Mōkai Cultural Leader representing all of the four Iwi, such appointment to be notified in writing by the chairpersons of the Iwi Rūnanga to the Trust.
2. Any Trustee appointments shall be notified in writing by the Iwi Rūnanga concerned to the Trust and shall include the term for which the Trustee or Trustees are to serve on the Trust, but any person nominated must not be disqualified by any of the criteria laid down in clause 4.2 of this Deed.
3. Trustees shall hold office for a maximum term of 3 years, though retiring Trustees shall be eligible for reappointment upon the conclusion of their term.
4. The process of election of Rūnanga delegates to the Iwi Rūnanga shall be:
 - (a) a Hui-a-Iwi shall be held by that Mōkai Pātea Iwi, advertised in the local papers not less than 20 working days prior to the meeting being held, and with notice given to those who are registered as members of that Mōkai Pātea Iwi, for the purposes of electing Rūnanga delegates to the Iwi Rūnanga on behalf of that Mōkai Pātea Iwi;
 - (b) any person aged 18 years of age or older who affiliates to the Mōkai Pātea Iwi concerned may be eligible to be nominated as a Rūnanga Delegate;
 - (c) nominations may be made on the day and voting shall be by way of show of hands but any person nominated as a Rūnanga Delegate must not be disqualified by any of the criteria laid down in clause 4.2 of this Deed;
 - (d) voting at the meeting shall be open to all of those who are aged 18 years of age or older and affiliate to that Mōkai Pātea Iwi;
 - (e) Rūnanga Delegates remain in office for a term of three years and are eligible for re-election unless removed or disqualified in a manner consistent with the process laid down in clause 4.2 of this Deed.

SCHEDULE TWO

Register of Members

1. The Trust shall hold and maintain from time to time, a Register of Beneficiaries which must include the name, age, contact details and which of the Mōkai Pātea Iwi and its respective hapū that person affiliates to.
2. The initial Register may be made up of a combination of the registers of each of the Iwi Rūnanga, subject to their approval for the sharing of that information.
3. Any disputes as to the eligibility of any person's affiliation shall be referred to the Iwi Rūnanga in question (on behalf of that Mōkai Pātea Iwi) or, in the absence of an Iwi Rūnanga for that Mōkai Pātea Iwi existing, then by confirmation of a kaumatua knowledgeable in the whakapapa of that Mōkai Pātea Iwi (appointed by the Trust). The decision of the Iwi Rūnanga or kaumatua in question shall be final.